

**CONTRACT PERIOD THROUGH FEBRUARY 28, 2004**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BOATS, MOTORS, AND MARINE AND WILDLIFE SUPPLIES :**  
**LAKE PATROL BOAT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 13, 2003.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

WP/cl  
Attach

Copy to: Clerk of the Board  
Jim Hutchinson, Equipment Services  
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **BOATS, MOTORS, AND MARINE AND WILDLIFE SUPPLIES: LAKE PATROL BOAT**

**1.0 INTENT:**

The intent of this Invitation for Bids is to establish a contract for a **LAKE PATROL BOAT** as specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

**2.0 TECHNICAL SPECIFICATIONS: (Minimum)**

(VENDOR TO STATE COMPLIANCE OR DIVINATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.1 <u>TYPE</u> – TRITON, 2200CC Enforcer or approved equal, Law Enforcement Patrol Boat complete with a 250 HP Mercury outboard motor with stainless steel propeller, and all necessary controls.	
2.2 <u>HULL DESIGN</u> - Deep "V"	
2.3 <u>DIMENSION/CAPACITIES:</u> (As specified or as approved)	
2.3.1 <u>Overall Length</u> – 20' to 22'	
2.3.2 <u>Beam</u> – Approx. 95"	
2.3.3 <u>Interior Side Height</u> – Min. 20"	
2.3.4 <u>Dead Rise At Transom</u> - 18° to 20°	
2.3.5 <u>Horse Power Rating</u> - 250	
2.3.6 <u>Fuel Capacity</u> – Min. 75 Gal. with baffled tank.	
2.3.7 <u>Dry Hull Weight</u> – Approx. 3000 lb.	
2.3.8 <u>Swamp Capacity</u> – Approx. 5900 lb.	
2.3.9 <u>Operating Weight</u> - Bidder to specify. ( )	
2.3.10 <u>Bridge Clearance W/ T-Top</u> – Approx. 8' 5"	
2.3.11 <u>Transom Height</u> – Approx. 25"	
2.3.12 <u>Draft</u> – Approx. 15"	
2.4 <u>CONSTRUCTION MATERIALS:</u> (As specified or per-approved equal.)	
Boat assembly shall be constructed of fiberglass laminate, <u>No Wood</u> . 100% composite uni-body design, full width tri-core composite transom, and xero-flex fully foamed stringer system. Exterior shall be covered with premium quality gelcoat (white color) with UV inhibitors.	

**2.0 TECHNICAL SPECIFICATIONS: (Minimum)**

(VENDOR TO STATE COMPLIANCE OR DIVINATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.5 CONSOLE / HELM AREA: (All switches, instruments and gauges shall be waterproof.)	
2.5.1 <u>Steering Console</u> – Fiberglass construction with storage, center location, with walk-around on both sides.	
2.5.2 <u>Engine Controls</u> – Throttle and shift control installed on the right hand side. Power trim control shall be provided also.	
2.5.3 <u>Horn</u> – Electric, marine type.	
2.5.4 <u>Electrical Accessory Plugs</u> – Min. of two (2), 12 volts, 20 amp each, installed in the console in a convenient easy access location.	
2.5.5 <u>Console Cover</u> – Heavy duty weather resistant design.	
2.5.6 <u>Instruments / Gauges</u> :	
2.5.6.1 <u>Tachometer</u>	
2.5.6.2 <u>Voltmeter</u>	
2.5.6.3 <u>Trim Gauge</u>	
2.5.6.4 <u>Hour Meter</u>	
2.5.6.5 <u>Engine Temperature Gauge</u>	
2.5.6.6 <u>Speedometer</u>	
2.5.6.7 <u>Fuel Gauge</u>	
2.5.6.8 <u>Engine Alarm</u> – Overheating and low oil pressure.	
2.5.6.9 <u>Engine Water Pressure Gauge</u>	
2.5.7 <u>Ignition Switch</u> – Key type, installed on the console control panel. Dead man switch with emergency off cable. Five (5) extra keys shall be supplied.	
2.5.8 <u>Electric Choke Switch</u> – Installed on the console control panel.	
2.5.9 <u>Radio</u> – AM/FM/Cassette with marine band, installed in the console.	
2.5.10 <u>Sonar Depth Finder</u> – LOWRANCE X-15 or pre-approved equal. Shall be installed in the console dash. Transducer to be installed on the transom.	

**2.0 TECHNICAL SPECIFICATIONS: (Minimum)**

(VENDOR TO STATE COMPLIANCE OR DIVINATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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2.5.11 Windshield – Constructed of laminated glass or mar-resistant polycarbonate, LEXAN or equal. Darkest legal tint per AZ. State law.

2.5.12 Console Grab Rails – Stainless steel construction.

2.6 SEATS: (As specified or pre-approved equal)

2.6.1 Operator's Seat - Heavy-duty fiberglass pedestal leaning post type, designed for two (2) people with backrest, gun rack and storage.

2.6.2 Console Passenger Seat – Molded Designed for two (2) passengers, with removal cushions, forward position.

2.6.3 Jump Seats – Rear position, molded design with removable cushions.

2.7 HULL / DECK:

2.7.1 Hull – Deep “V” design.

2.7.2 Deck- Flat design

2.7.3 Anti-Skid Coating – Complete deck surface, gray non-reflective color.

2.7.4 Rub Rail - Heavy-duty durable design, sealed to prevent water leakage.

2.7.5 Side Railing – Heavy duty design, max. height 6.5”, gray non-glare powder coat finish. No railing across the front of the bow.

2.7.6 Keel Guard – Shall be equipped with a heavy-duty stainless steel keel guard protector.

2.7.7 Backing Plates – Stainless steel or aluminum backing plates shall be glassed under the laminate for cleats, rails, seats, “T” Top supports, and bow and stern lifting eyes.

2.7.8 Lifting Eyes – Eyes shall be capable of supporting the full operating weight of the boat, minimum one at the bow and two at the stern.

2.7.9 Mooring Cleats – Two each shall be installed on the bow, stern and mid-ship.

**2.0 TECHNICAL SPECIFICATIONS: (Minimum)**

(VENDOR TO STATE COMPLIANCE OR DIVINATION)

ITEM DESCRIPTION

VENDOR PROPOSAL

**2.8 OUTBOARD ENGINE:**

- 2.8.1 Make/Type – MERCURY OptiMax, two-cycle design with direct oil injection system.
- 2.8.2 Quantity - One (1)
- 2.8.3 Horse Power - 250 @ approximately 5700 rpm
- 2.8.4 Propellers – Two (2) Mercury Mirage 17° x 19” stainless steel props, one installed and one loose.
- 2.8.5 Installation - Completely installed with prop and all controls, run tested and ready for full operation.
- 2.8.6 Mounting Plates – Aluminum plates glassed into the laminate where the engine bolts to the transom.
- 2.8.7 Fuel Filter / Water Separator – Quick-change spin-on type.
- 2.8.8 Oil Tank – Min. 3 gallon, (two-cycle oil)

**2.9 ELECTRICAL SYSTEM:**

- 2.9.1 System Voltage - 12VDC
- 2.9.2 Alternator – Min. 60 amps.
- 2.9.3 Battery(s) - Two (2) heavy-duty marine type, maintenance free preferred, installed in battery boxes. Batteries shall be installed in a convenient easy access location.
- 2.9.4 Master Battery Switch – Heavy-duty marine type, installed in a convenient easy access location.
- 2.9.5 Horn – Electric, marine type.
- 2.9.6 Lighting;
  - 2.9.6.1 Navigation Light – Heavy-duty marine type, Coast Guard approved.
  - 2.9.6.2 Courtesy And Dome Lights – Courtesy lights shall have sufficient lighting to light the interior of the boat for night patrol (red color). Dome lights shall be overhead type one red color and one white.

**2.0 TECHNICAL SPECIFICATIONS: (Minimum)**

(VENDOR TO STATE COMPLIANCE OR DIVINATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.9 ELECTRICAL SYSTEM (continued)	
2.9.6.3 Individual control switch for each dome light and one switch for the courtesy lights. Switches shall be positioned on the control panel.	
2.9.6.4 <u>Flood Lights</u> – Four (4) halogen flood lights, fully adjustable. One each fore, aft, starboard and port, installed on the T-Top. Individual control switch at the control panel for each light.	
2.9.7 <u>Engine Monitor Panel</u> - Conveniently located on the control console.	
2.9.8 <u>Illuminated Switch Panel</u> - with circuit breaker and master switch.	
2.9.9 <u>Bilge System</u> - Shall consist of automatic 12 VDC, 1100 GPH heavy-duty pumps. One (1) located in each major hull compartment. Manufacturer shall provide convenient access to the bilge area.	
2.9.10 <u>Wiring</u> :	
2.9.10.1 <u>Type</u> - Copper with all connections meeting ABYC yacht specifications.	
2.9.10.2 <u>Color Code</u> - All wiring	
2.9.10.3 <u>Wiring Conduit</u> – Min. 1 ¼” diameter run for the transom area to the center console.	
2.9.11 <u>Battery Jump System</u> – Heavy duty plug-In type connector installed on the boat exterior. Jumper cables, 20’ long, #1 stranded copper wire type, with male ends to match female connector, and heavy duty spring type battery clamps on the other ends.	
2.10 STEERING:	
TELEFLEX or equal hydraulic power assist, padded stainless steel steering wheel with tilt.	
2.11 FUEL TANKS:	
2.11.1 <u>Type</u> - Extreme-duty with integral interior baffling.	
2.11.2 <u>Construction Material</u> - Heavy-duty aluminum, wall thickness approximate 190.	

**2.0 TECHNICAL SPECIFICATIONS: (Minimum)**

(VENDOR TO STATE COMPLIANCE OR DIVINATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
<p>2.11.3 <u>Location</u> - Rear hull compartment.</p> <p>2.12 "T" TOP:</p>	
<p>2.12.1 <u>Type</u> – Soft-Top design.</p>	
<p>2.12.2 <u>Width</u> – Min. shall be full width of console.</p>	
<p>2.12.3 <u>Height</u> - Approx. 6' 6" above the deck.</p>	
<p>2.12.4 <u>Material/Construction</u> - Shall be constructed of 1 ½" schedule 40 anodized aluminum tubing. Tubing shall have a non-reflective gray powder coat finish.</p>	
<p>2.12.5 <u>Mounting Plates</u> – One each for the antenna and light bar shall be installed on the T-Top.</p>	
<p>2.12.6 <u>Electronics Box</u> – Waterproof design, installed on the T-Top.</p>	
<p>2.13 STORAGE COMPARTMENTS:</p>	
<p>2.13.1 <u>Bow</u> – With fiberglass cover</p>	
<p>2.13.2 <u>Stern</u> – One on each side</p>	
<p>2.13.3 <u>Anchor</u> – Shall be equipped with drain.</p>	
<p>2.14 BOAT COVER:</p>	
<p>SUNBRELLA or approved equal, water repellent design.</p>	
<p>2.15 TRAILER: <i>(As specified or approved equal.)</i></p>	
<p>2.15.1 <u>Type</u> - Galvanized Twin axle, designed to fit boat specified above.</p>	
<p>2.15.2 <u>Load Capacity</u> – Shall be adequate for the boat specified, full loaded.</p>	
<p>2.15.3 <u>Construction Material</u> - Heavy duty, galvanized steel.</p>	
<p>2.15.4 <u>Axles</u> - Tandem, hot-dipped galvanized with heavy-duty sealed wheel hubs equipped with bearing buddies.</p>	
<p>2.15.5 <u>Brakes</u> - Heavy-duty surge breaking system, installed on both axles.</p>	
<p>2.15.6 <u>Suspension</u> - Multi-Leaf springs or torsion.</p>	
<p>2.15.7 <u>Guide / Support Rails</u> - Heavy-duty design with durable ultra-violet resistant covering.</p>	

2.0 **TECHNICAL SPECIFICATIONS: (Minimum)**

(VENDOR TO STATE COMPLIANCE OR DIVINATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.15.8 <u>Tail/Stop/Turn Signal/Emergency Lights;</u>	
2.15.8.1 <u>Type</u> - Heavy duty, sealed, water proof, shock resistant design.	
2.15.8.2 <u>Wiring</u> - All wiring shall be color-coded and run in metal conduit, rubber grommets shall be used where wiring passes through a metal opening.	
2.15.8.3 <u>Trailer Plug</u> - A heavy duty, 6 conductor, universal type trailer plug shall be installed on a 36" long, 6 conductor electric cable, securely attached to the front of tongue with non-abrasive clamps.	
2.15 TRAILER ( <i>As specified or approved equal.</i> ) (continued):	
2.15.8.4 <u>Criteria</u> - Shall comply with all AZ State and Federal DOT regulations.	
2.15.9 <u>Tires/Wheels;</u>	
2.15.9.1 <u>Tires</u> - Four (4) 15" heavy duty six ply tubeless radial trailer tires, rated for specified gross trailer weight.	
2.15.9.2 <u>Wheels</u> - Four (4) 15" galvanized steel disc, rated for specified gross trailer weight.	
2.15.9.3 <u>Spare</u> - One (1) like tire and wheel assy. Lock type mounting system shall be installed on the trailer in a convenient easy access location.	
2.15.10 Boat Winch;	
2.15.10.1 <u>Type</u> – Hand crank design, heavy-duty steel construction.	
2.15.10.1 <u>Capacity</u> - Approx. 2000 lb.	
2.15.10.2 <u>Nylon Strap Length</u> - Approx. 20'	
2.15.11 Tongue Jack;	
2.15.11.1 <u>Type</u> - Heavy-duty swing-lock design.	



2.0 **TECHNICAL SPECIFICATIONS: (Minimum)**

(VENDOR TO STATE COMPLIANCE OR DIVINATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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2.15.11.2 Capacity – Approx. 1,500 lb. with wheel installed.

2.16 **LAW ENFORCEMENT EQUIPMENT:**

2.16.1 Radio Enclosure – Shall be designed to safely secure the MCPD communication radio during normal operation. Installed on the “T”-Top. Exact size to be determined at the time of construction. Antenna cable and all necessary wiring for the radio and equipment shall be installed as necessary.

2.16.2 Siren / PA System:

2.16.2.1 Siren – WHELLEN, Model WPA2, 100 watt or FEDERAL equal.

2.16.2.2 Public Address System – WHELLEN, WPA112 or UNITROL equal.

2.16.2.3 Light Bar – WHELLEN, model SA40 Mini Edge or TOMAR equal, with four strobe lights, installed on the T-Top. Siren shall be mounted on top of the light bar.

2.16.3 Control Head – UNITROL, complete system for controlling light bar, siren, and public address system from the operator’s station. Installed in a waterproof location.

2.16 **DIVE DOOR:**

2.16.1 Width – 34”

2.17.2 Location – Door shall be installed on the left side toward the rear.

2.17 **GENERAL:**

The complete boat, trailer and all equipment shall meet AZ State, Federal and US Coast Guard regulations, no exceptions. Five (5) sets of keys , three (3) operator manuals, three (3) outboard overhaul manuals with wiring and vacuum schematics, three (3) electrical wiring diagrams for the complete boat. Part manuals, min. one set, shall be supplied covering all components. Minimum warranty acceptable for the complete unit including trailer is 12 months. Boat shall be delivered having been completely inspected, serviced and ready for full operation.

**2.18 ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

**2.19 FACILITIES:**

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

**2.20 TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

**2.21 VENDOR'S PROPOSAL COLUMN:**

Contractors are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in rejection of the bid. Contractor should state that it will comply or will not comply.

**2.22 DELIVERY:**

Delivery is required F.O.B. Destination, freight pre-paid within 120 days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

**2.23 STOCK:**

The Contractor shall be expected to stock locally sufficient quantities of repair parts as may be necessary to meet the County's needs.

**2.24 INSTALLATION:**

The Contractor's price shall include delivery and setup in complete operating condition.

**2.25 ACCEPTANCE:**

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have fourteen (14) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

**2.26 WARRANTY:**

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

**2.27 BRAND NAME:**

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and

acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

**2.28 WAREHOUSE/DISTRIBUTION CENTER:**

The Contractor shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

**2.29 MATERIALS MAINTENANCE:**

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

**2.30 FACTORY AUTHORIZED SERVICE AVAILABILITY**

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

**2.31 OPERATING MANUALS:**

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

**2.32 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:**

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

**2.33 ADDITIONAL PRICING:**

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

**2.34 CONTRACTOR REVIEW OF DOCUMENTS:**

Contractor shall review its bid submission to assure the following requirements are met.

- 2.34.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.34.2 Vendor proposal column/section, MANDATORY
- 2.34.3 Pricing pages, MANDATORY
- 2.34.4 Copies of Catalogs/Pricing Documents (if required)
- 2.34.5 Literature, Technical and Descriptive, MANDATORY
- 2.34.6 Vendor Information, MANDATORY
- 2.34.7 Agreement page, MANDATORY
- 2.34.8 References, MANDATORY

2.35 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.36 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

**3.0 SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one-time purchase.

3.2 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

3.3 SHIPPING:

**Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County.** The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.4 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.5 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

3.6 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.6.1 Documentation from the manufacturer that the product of model has been discontinued.
- 3.6.2 Documentation that names the replacement product or model.
- 3.6.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.6.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.6.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.7 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.8 INDEMNIFICATION AND INSURANCE:

3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

### 3.8.2 INSURANCE REQUIREMENTS.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.8.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.8.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.8.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

### 3.8.3 CERTIFICATES OF INSURANCE.

3.8.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

### 3.8.4 OCCURRENCE BASIS.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

### 3.8.5 CANCELLATION AND EXPIRATION NOTICE.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.11 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454  
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677  
(jhutchinson@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in



response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.2 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**4.4 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

**4.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.7 OFFSET FOR DAMAGES;**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.8 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the

amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.9 SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.10 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.11 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

**4.12 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

**4.13 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.14 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**4.15 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

**TRITON BOAT COMPANY LP, 15 BLUEGRASS DRIVE, ASHLAND CITY, TN 37015**

PRICING SHEET C194002/B0700033

NIGP CODES 12021, 12023

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NOWILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NOIF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NOINTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

One (1) or more LAKE PATROL BOAT W/ O/B MOTOR AND TRAILER \$ 50,043.00 /each  
in accordance with attached bid specifications: (to include tire disp fee)

NOTE: A total of \$5,000.00 can be saved by installing a Mercury 250XL EFIManufacturer/Model: Triton 2200C/C Enforcer

Warranty (define in writing attachments are acceptable only as amplifying data):

3 Years parts and labor on boat accessories and equipment. Lifetime on hull, transom, and stringer to first ownerDelivery (days ARO): 120F.O.B. Destination: ☒ Yes ☐ No

Terms: NET 30

Federal Tax ID Number: 62-1649069

Vendor Number: 621649069

Telephone Number: 615/792-6767

Fax Number: 615/792-9053

Contact Person: Brad Lamontagne Jr

E-mail Address: [BRAD@TRITONBOATS.COM](mailto:BRAD@TRITONBOATS.COM)Company Web Site: [WWW.TRITONBOATS.COM](http://WWW.TRITONBOATS.COM)

Insurance Certificate Yes

Contract Period: To cover the period ending February 28, 2004